

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

MICHAEL BISHOP,

Plaintiff,

v.

UNITED STATES CELLULAR
CORPORATION, a Delaware
corporation,

Defendant.

NO. CV-09-5018-RHW

**ORDER GRANTING MOTION
FOR A PROTECTIVE ORDER**

Before the Court is Defendant's Motion for a Protective Order (Ct. Rec. 26). The motion was heard without oral argument.

Defendant initially filed its Motion for a Protective Order and Plaintiff objected. On July 17, 2009, the parties filed notice that they reached an agreement regarding the proposed protective order (Ct. Rec. 38).

Accordingly, **IT IS HEREBY ORDERED:**

1. Defendant's Motion for a Protective Order (Ct. Rec. 26) is **GRANTED**.

2. The following Protective Order is hereby entered:

1. The following information and documents, which are not of public knowledge or in the public domain, produced by any party or obtained in this action, pursuant to the parties' discovery requests or otherwise, shall be deemed confidential (such information and documents are collectively referred to herein as "Confidential Material"):

- Any personnel information or documents relating to Defendants' current or former employees, not a party to this action; and

All such information shall be kept confidential in order to ensure the privacy of such persons current and former USCC employees, not a party to this action.

2. Each document designated as Confidential Material pursuant to this Agreed Protective Order shall be clearly labeled as "Confidential." Any party disputing the designation of any document as "Confidential Material" pursuant to this Agreed Protective Order must notify counsel for the other party within ten (10) business days of the party's objection. Counsel for each party must then confer pursuant to Local Rule 37.1(B) in a good faith attempt to resolve their differences. If counsel is unable to reach an agreement regarding the designation, the objecting party may file a motion with the Court for a ruling that the document should not be designated as "Confidential Material" pursuant to this Agreed Protective Order. Unless or until this Court enters an order finding that the document is not "Confidential Material" pursuant to this Agreed Protective Order, the disputed document shall retain its designation of "Confidential Material" pursuant to this Agreed Protective Order and be treated as such.

3. All Confidential Material shall be used only for the purpose of the proceedings in this action and shall not be used in any other lawsuit, claim or cause of action or in any other way unless ordered by a court of competent jurisdiction. Notwithstanding the foregoing, if either party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Material, the party receiving the request shall immediately notify by facsimile and certified mail, return receipt requested, the other party of such fact so that the other party may contest such disclosure. If no objection is made by the other party prior to the due date to the response to the request or if an order is entered by a court of competent jurisdiction ordering

1 disclosure, then such disclosure may be made.

2 4. No Confidential Material shall be divulged by either party or their
3 counsel to anyone, except for purposes of this litigation. All such persons to whom
4 Confidential Material is disclosed shall be shown a copy of this Agreed Protective
5 Order and shall be bound by its terms, except for purposes of a hearing or trial in
6 this action.

7 5. If a party finds it necessary to file Confidential Material, indices,
8 summaries, abstracts, compilations or copies thereof or information contained
9 therein not of public knowledge or in the public domain, in connection with further
10 proceedings in this action, all Confidential Material contained therein shall be
11 redacted prior to filing. In the event that a party believes that the Confidential
12 Materials may be relevant to the Court's determination of a particular filing, that
13 party shall file the Confidential Materials with the Clerk of this Court in sealed
14 envelopes identified by the caption of this case and the notation:

15 SEALED DOCUMENTS PURSUANT TO COURT ORDER
16 CONTAINS CONFIDENTIAL MATERIAL

17 TO BE OPENED BY OR ONLY AS DIRECTED BY THE COURT

18 Any member of the public who disputes the sealing of the Confidential
19 Material pursuant to this Agreed Protective Order may file a motion with the Court
20 that the Confidential Material should not be sealed. Unless or until this Court
21 enters an order finding that the document should not be sealed, the disputed
22 material shall retain its sealed status pursuant to this Agreed Protective Order and
23 be treated as such.

24 6. Thirty (30) days before trial or upon the filing of the plaintiff's exhibit
25 list, whichever is earlier, defense counsel may contact plaintiff's counsel to learn if
26 plaintiff intends to introduce any Confidential Material as a trial exhibit. If
27 plaintiff answers in the affirmative, defendant may bring a motion for the sealing
28 of those trial exhibits so identified by plaintiff. Absent a court order rendering a

1 trial exhibit sealed, the exhibit shall not be sealed.

2 7. In the event that any Confidential Material is used in any proceeding
3 herein prior to the trial of the cause, it shall not lose its confidential status through
4 such use and the parties shall take all steps reasonably required to protect against
5 misuse or disclosure of such Confidential Material.

6 8. (a) Upon entry of this Order, Confidential Material may be copied
7 and retained by counsel solely for their own use and solely for the purposes of this
8 action. Confidential Material and its contents shall not be disclosed or made
9 known to any other person or entity without further order of this court, except: (1)
10 to Plaintiff or Defendant to the extent necessary for their attorneys to advise and
11 consult with them for purposes of this action; (2) to paralegal assistants and
12 clerical personnel employed by Plaintiff's or Defendant's attorneys to the extent
13 necessary for counsel to carry out their respective duties in connection with this
14 action; (3) to expert witness(es) employed by Plaintiff or Defendant to the extent
15 necessary to prepare and render an opinion in this action; (4) to any person who
16 was privy to that document; (5) to deposition witnesses who shall be instructed
17 prior to and at the conclusion of the deposition that they are required by this
18 Agreed Protective Order to keep Confidential Material and its contents confidential
19 and not disclose Confidential Material or the information contained therein to
20 anyone; (6) to court reporters to facilitate their duties over the course of any
21 deposition; and (7) to this Court (or its employees or agents) pursuant to a court
22 filing in connection with this action. Persons to whom disclosure is authorized
23 shall be instructed of the contents of this Protective Order and shall not disclose
24 Confidential Material or the information contained therein, directly or indirectly or
25 in any manner whatsoever, to any other person or entity not within the scope of
26 such authorization.

27 (b) Any party may obtain the return of any previously sealed or
28 previously restricted documents by filing a motion within sixty (60) days after the

1 case is closed in the District Court. Any documents that are not so withdrawn will
2 become part of the public case file. Upon conclusion of this action by judgment or
3 by compromise and settlement, the producing party may send a notice to the
4 opposing party requesting that all Confidential Material and any copies thereof
5 shall be destroyed, and the opposing party's counsel shall destroy said documents
6 within thirty (30) days thereafter and verify the same by electronic mail to counsel
7 for the producing party.

8 (c) Good cause exists to protect the confidentiality of the Confidential
9 Material, as it will ensure the privacy of personnel information or documents
10 relating to Defendant's current or former employees who are not a party to this
11 action. Therefore, a Protective Order will be entered setting forth the terms
12 outlined in Paragraphs 1 through 8.

13 **IT IS SO ORDERED.** The District Court Executive is directed to enter this
14 Order and forward copies to counsel.

15 **DATED** this 3rd day of August, 2009.

16 *S/ Robert H. Whaley*

17 **ROBERT H. WHALEY**
18 Senior United States District Judge

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